

**CITY OF LITTLETON, COLORADO
ELECTION MATERIALS PRINTING CONTRACT**

THIS CONTRACT ("Contract") is entered into between City of Littleton, Colorado for the benefit of the Littleton Election Commission ("City") and Integrated Voting Solutions, Inc., a California Corporation, ("Contractor" and/or "IVS").

In consideration of the rights and obligations specified below, the City and the Contractor agree as follows:

1. Scope of Services and Work to be Performed:
 - a. The Contractor agrees to perform the services described in Exhibit A (Work Specifications 2015 Election pricing) for the term of this Contract.
 - b. The Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing the work of printing ballots, creating test decks, and numbering blank ballot stock for the City. (The contents of this section and Exhibit A shall be referred to throughout this Contract as the "Work").
2. Term of Contract: This Contract shall begin and become effective on the date of execution by the parties, which date is the date specified on the signature page of this Contract. Under this Contract, the Contractor shall begin the Work upon the execution of this Contract and shall continue through December 31, 2015.
3. Assignment or Subcontracting: Any assignment or transfer of this Agreement is prohibited, unless written consent is obtained from the City. This Contract shall be binding upon the successors and assigns of the parties.
4. Payment for Work Performed: In consideration of the Work to be performed by the Contractor, the City shall pay to the Contractor in accordance with Exhibit A of this Contract for all work performed within thirty (30) days of receipt of invoices.
5. Extension and/or Renewal of Contract Term: This Contract may be extended or renewed upon the written agreement of both parties.
6. Quality of Performance: The Contractor shall perform the Contract in a commercially reasonable manner satisfactory and acceptable to the City. The City shall be the sole judge of the quality of performance, subject to reasonable standards.
7. Ownership of Documents: All drawings, specifications, guidelines and other documents prepared or received by the Contractor in connection with this Contract shall be the property of the City.

8. Indemnity:

- a. IVS shall indemnify, defend, and hold harmless the City, its officers, agents and employees from any claim, liability, loss, injury or damage asserted by the City or third parties to the extent proximately caused by the negligence of IVS and/or its agents, employees or sub-contractors, in the performance of this Agreement.
- b. IVS shall reimburse the City for all costs, reasonable attorneys' fees, expenses and liabilities, if any, City incurs with respect to that portion of any litigation arising out of this agreement or conduct or services performed by IVS under this agreement. Notwithstanding the foregoing, under no circumstances will IVS be obligated to indemnify, defend and hold harmless City or to reimburse City for any reasonable costs, attorneys' fees, expenses, or liabilities, unless: (a) City gives IVS prompt written notice of all claims subject to such indemnity, and (b) City reasonably cooperates with IVS in the settlement and defense of all such claims. Under no circumstances will IVS be required to indemnify City for a settlement entered into by City without IVS' prior written consent.

9. Information and Reports:

- a. The Contractor will provide to authorized governmental representatives, including those of the City, State and Federal Government, all information and reports which they may require for any purpose authorized by law. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the City, and shall explain what efforts it has made to obtain the information.
- b. The Contractor shall allow representatives of the Election Commission access to ballots during the printing process for testing of such ballots in compliance with the requirements of Colorado state law.

10. Independent Contractor:

- a. The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of the City for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.
- b. Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from the City, its elected

officials, agents, or any program administered or funded by the City. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.

11. Supervision: Notwithstanding anything contained herein to the contrary, the Work of the Contractor shall be conducted under the supervision of the Election Commission or its representative, in accordance with the Colorado Municipal Election Code.

12. Termination and Related Remedies:

- a. The other provisions of this Contract notwithstanding, financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. The City is prohibited by law from making financial commitments beyond the term of its current fiscal year. The City has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the City Supervisors as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the City shall have the right to terminate this Contract by providing written notice to the Contractor and will be released from any and all obligations hereunder. If the City terminates the Contract for this reason, the City and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the City shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the City has made payment prior to providing written notice to the Contractor of the termination.
- b. In the event the City exercises any of the termination rights specified herein, this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

13. Notices: For purposes of the notices required to be provided under this Contract, all such notices shall be in writing, and shall be either sent by 1) Certified U.S. Mail - Return Receipt Requested, or 2) hand-delivered to the following representatives of the parties at the following addresses, 3) faxed to the numbers listed below (which shall be effective when the fax is sent), and 4) e-mailed to the e-mail addresses provided below. Any e-mail notice must be in PDF format and shall be deemed effective when sent:

For the City:

Colleen L. Norton
Election Commission Chairperson
2255 West Berry Avenue
Littleton, Colorado 80120
303-795-3780 (office)
303-795-3818 (fax)

For the Contractor:

Eric Kozlowski, Vice President
Integrated Voting Solutions, Inc.
1931 G Street
Fresno CA 93706
Ph 559-498-6151
Fax 559-498-6585
E-Mail: Eric@integravote.com

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods shall commence to run on the day the notice is postmarked.

This notice information may be changed and made a binding part of this contract by submitting amended notice provisions to the other party in writing and dated. Once written notice of such changes has been given, the other party shall submit all future notices according to the amended notice provisions.

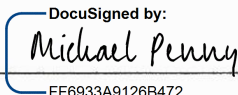
14. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to municipalities of the State of Colorado.
15. Amendments: This Contract may be altered, amended or repealed only on the mutual agreement of the City and the Contractor by a duly executed written instrument.
16. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the State of Colorado.
17. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

18. Termination of Prior Agreements: This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.
19. Severability: If any provision of this Contract is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
20. Third Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the City and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
21. Facsimile Signatures/Counterparts: Facsimile signatures shall be accepted as originals. This Contract may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 22nd day of January, 2015.

CITY:
CITY OF LITTLETON

CONTRACTOR:
INTEGRATED VOTING SOLUTIONS,
INC.

By:  Michael Penny
FF6933A9126B472...

By:  Eric Kozlowski

Name: Michael Penny

Name: Eric Kozlowski

Title: City Manager

Title: Vice President

APPROVED AS TO FORM



Kristin Schmedeman, City Attorney

Exhibit A
Work Specifications:
Election Service Pricing
City of LITTLETON Colorado, 2015 Election price

Database / IntegraVote Setup

- Per Election \$500.00
- NCOA Address Correction * Included in Setup

Ballot Printing Setup

- Per Election \$500.00

AccuVote Programming & Set Up *Does not include hardware, equipment, memory cards

- Per Election \$500.00
- Per Style \$500.00

AccuVote Ballot Price

Per Ballot

- Full Duplex 11" \$0.29
- Full Duplex 13" \$0.30
- Full Duplex 14" \$0.31
- Full Duplex 17" \$0.31
- Full Duplex 18" \$0.32
- Pre-filled Test Decks \$0.60

Automated Insertion Unit Price

Per Voter \$0.28

- Voter Data Processing *included*
- Envelope Addressing (inkjet) *included*
- Automated Insertion *included*
- Camera Matching (when available) *included*
- USPS Automation Prep (w/CASS) *included*
- USPS Mail Coordination *included*

Envelope Design Unit Price

Envelope Artwork Design or Change \$125.00 per style

- USPS Mail Piece Design Approval *included*

Die Charge for Structural Changes (onetime) \$1200.00 N/A

Envelope Printing Unit Price

TBD including RUSH charge

- Outgoing Envelopes \$0.12
- Return Envelopes (standard) \$0.12
- Security Envelopes or Sleeve \$0.10

Insert Printing Unit Price

Voter Instruction or Other Insert \$0.08

Varies based off size, volume and color requirements

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a combination of initials and a surname.